3924

BILL NO. S-78-01-11

SPECIAL ORDINANCE NO. S-12-78

AN ORDINANCE approving a contract with John Dehner, Inc., for Resolution No. 5778-77.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated December 22, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and John Dehner, Inc., for:

Resolution No. 5778-77: To improve Stratton Road from the east property line of Coldwater Road to a point 284 feet east thereof.

for a total cost of $32,628.47, of which will be paid under Barrett Law (By property owners), all as more particularly set forth in said Contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

John Nuckols
Councilman

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Public Works (and ~~the City Plan Commission for recommendation)~~ and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ____, the ____ day of ____, 19__, at ____ o'clock ____ M.,E.S.T.

DATE: 1-10-78 — Charles W. Westerman, CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by Hinga, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	X				
HINGA	X				
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 1-24-78 — Charles W. Westerman, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-12-78 on the 24th day of January, 1978.

ATTEST: (SEAL)

Charles W. Westerman, CITY CLERK

Samuel J. Talarico, PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of January, 1978 at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman, CITY CLERK

Approved and signed by me this 31st day of January, 1978 at the hour of 10:30 o'clock A. M.,E.S.T.

Robert E. Armstrong, MAYOR

Bill No. S-78-01-11

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance approving a contract with John Dehner, Inc., for Resolution No. 5778-77

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance Do PASS.

JOHN NUCKOLS - CHAIRMAN John Nuckols

PAUL M. BURNS - VICE CHAIRMAN Paul M. Burns

WINFIELD C. MOSES, JR. W. Moses Jr.

DONALD J. SCHMIDT D. Schmidt

JAMES S. STIER James S. Stier

CONCURRED IN

DATE 1-24-78 CHARLES W. WESTERMAN, CITY CLERK

BARRETT LAW
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING ____________
RATIFICATION ________________

CONTRACT

65-186-5
12/22/77

This Agreement, made and entered into this 22 day of ~~NOV 3 0 1977~~ Dec, 19 77

by and between --

---------------------------JOHN DEHNER, INC.-----------------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5778-77: To improve Stratton Road from the east property line of Coldwater Road to a point 284 feet east thereof.

by grading and paving the roadway to a width of XXXXXXXXXXXXX ~~feet with~~ XXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5778-1977 ~~and at the following price per lineal foot~~

At the following prices:

Removal of Pavement	Six dollars and fifty cents per square yard	6.50
Removal of Walk	Five dollars and fifty cents per square yard	5.50
Common Excavation	Five dollars and twenty-five cents per cubic yard	5.25
Plain Concrete Pavement (7 inch)	Thirteen dollars and seventy-five cents per square yard	13.75
Plain Cement Concrete Pavement (9 inch)	Eighteen dollars and no cents per square yard	18.00
Concrete Sidewalk (4")	One dollar and twenty cents per square foot	1.20
Paraplegic and Bicycle Ramp	One dollar and seventy-five cents per square foot	1.75
Cement Concrete Pavement for Commercial Drive (8")	Seventeen dollars and no cents per square yard	17.00
Curb Integral Concrete	Two dollars and ten cents per lineal foot	2.10
Hot asphalt Concrete Base	Forty dollars and twenty-five cents per ton	40.25
Hot Asphalt Concrete Surface	Fifty-seven dollars and fifty cents per ton	50.57
Double Chip & Seal	Two dollars and ninety cents per square yard	2.90
Concrete Pipe Class IV (Size 12")	Thirteen dollars and fourteen cents per lineal foot	13.14
		560.00

Curb Integral Concrete	Two dollars and ten cents per lineal foot	2.10
Hot asphalt Concrete Base	Forty dollars and twenty-five cents per ton	40.25
Hot Asphalt Concrete Surface	Fifty-seven dollars and fifty cents per ton	50.57
Double Chip & Seal	Two dollars and ninety cents per square yard	2.90
Concrete Pipe Class IV (Size 12")	Thirteen dollars and fourteen cents per lineal foot	13.14
Standard Manhole, Type IA	Five hundred sixty dollars and no cents for each	560.00
Standard Manhole, Type IC	Five hundred seventy-five dollars and no cents for each	575.00
Casting Adjusted to Grade	One hundred fifty dollars and no cents for each	150.00
Special Backfill (73 or 53 stone)	Ten dollars and fifty cents per cubic yard	10.50
Special Backfill	Eight dollars and twenty-five cents per cubic yard	8.25
Mulched Seeding, Class "U"	One dollar and fifteen cents per square yard	1.15
Install 16 ft. Black Aluminum Pole	Sixty-nine dollars and no cents for each	69.00
Install T & C 100 R Luminaire and 100 W/Lamp	Thirty-five dollars and no cents for each	35.00
Install 2/C #4 Wire in Trench or Conduit	No dollars and forty-five cents per lineal foot	0.45
Install Riser Section (10')	Forty dollars and no cents for each	40.00
Trenching 24" deep	One dollar and five cents per lineal foot	1.05
Relocate Base & Parking Lot Light	Four hundred and sixty dollars and no cents for each	460.00
Total	Thirty-two thousand six hundred twenty-eight dollars and forty-seven cents	32,628.47

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under muncipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5778-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before June 30, 1978 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19__ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this____ day of NOV 30 1977, 19__

JOHN DEHNER, INC.

BY: Gerald Dehner

ITS: VICE PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

____

____

____

____

Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

________________ CITY ATTORNEY

GUARANTY BOND

Know All Men by These Presents, That we ---------------------------------------

---------------------JOHN DEHNER, INC.---------------------------- Contractors

as principal, and ---

--------UNITED STATES FIDELITY AND GUARANTY CO.------------------------- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-TWO THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS------------------------ -- ($32,628.47)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said ------------------------

--------------------------------JOHN DEHNER, INC.------------------------------

did on the ______________ day of ______________

______________, enter into a contract with the City of Fort Wayne to construct a ______________ Pavement

on Res. #5778-1977 Stratton Road ~~Street~~ from the east property line of Coldwater Road to a point 284 feet east thereof.-----------------------------

----

--------------------------------------- according to certain plans and specifications, and also warranting and guaranteeing the work/material and condition of the pavement thereof for a period of three years as provided in aforesaid contract and specifications. Now if the said ------------------------------

------JOHN DEHNER, INC.----------------- shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 30th day of November, 1977

JOHN DEHNER, INC. (SEAL)

VICE PRESIDENT

BY: [signature] (SEAL)

United States Fidelity & Guaranty

ITS: [signature] (SEAL)

Attorney-in-fact

Yaste, Zent & Rye, Inc.
Authorized Agents

[signature]

Approved this ______________ day of ______________

____

____

____

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we --

---------------------------JOHN DEHNER, INC.-----------------------------------

as principal, and ---

----------------------UNITED STATES FIDELITY AND GUARANTY CO.-------------------

----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THIRTY-TWO

THOUSAND SIX HUNDRED TWENTY-EIGHT DOLLARS AND FORTY-SEVEN CENTS---------------
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-- ($ 32,628.47)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the ________________

day of ______________________, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 30th day of November, 1977

JOHN DEHNER, INC. ____________________(SEAL)

BY: [signature] VICE PRESIDENT (SEAL)

Yaste, Zent & Rye, Inc.
Authorized Agents
[signature]

United States Fidelity & Guaranty
ITS: [signature] (SEAL)
Attorney-in-fact

______________________________(SEAL)

Approved this ________________ day of ______________________________

____

____

____
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

NOVEMBER 17, 1977

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars ($10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

Form 1929

Improvement Resolution

FOR STREET OR ALLEY

No. 5778 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve Stratton Road

from the east property line of Coldwater Road

to ~~the property line of~~ a point 284 feet east thereof

By draining, curbing, grading and paving the roadway to a uniform width of twenty-seven (27) feet with ~~Sheet Asphalt, Asphaltic Concrete upon a six (6) inch Concrete foundation, Six (6) inch Plain Concrete or with 8" Macadam, 2" Binder and 1" Asphalt Top.~~

with seven (7) inch Plain Concrete and 6" x 6" Integral Concrete Curb, Storm Sewers, Sidewalks and Street Lighting.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

100% of the construction cost ~~The total cost of said improvement, excepting the cost of street and alley intersections~~, shall be assessed upon the real estate abutting on said Stratton Rd. as above described and on property within 150 feet of the line of the street to be improved, and balance of the total cost upon the City of Fort Wayne, Indiana, to the extent of the street and alley intersections. All according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Muncipal Corporation," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred, are to be paid in ten equal installments, with interest at the rate of ~~five (5)~~ six (6) per cent, per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the city from the assessments for such improvement, or such moneys as said city is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this ________ *day of* ________

BOARD OF PUBLIC WORKS: ________

CALHOUN PRESS

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 87671

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of the City of Fort Wayne, State of Indiana, its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~his said~~ anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Leonard Shirley,

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 28th day of March, A. D. 19 77

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) *By* James A. Mappus
Vice-President.

(SEAL)

(Signed) John C. Vaeth, Jr.
Assistant Secretary.

STATE OF MARYLAND,
BALTIMORE CITY, } ss:

On this 28th day of March, A. D. 1977, before me personally came James A. Mappus, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and John C. Vaeth, Jr., Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said James A. Mappus and John C. Vaeth, Jr. were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 19 78.

(SEAL) (Signed) Margaret M. Hurst
Notary Public.

STATE OF MARYLAND
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 28th day of March, A. D. 1977

(SEAL) (Signed) Robert H. Bouse
Clerk of the Superior Court of Baltimore City.

FS 3 (9-67)

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, Richard Calder , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle and Leonard Shirley

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on November 30, 1977
(Date)

Richard Calder

Assistant Secretary.

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935. have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION		CLASS		RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER		S		12.30	50¢	75¢			3if
BOILERMAKER		S		11.70	80	1.00		3¢	
BRICKLAYER		S		10.34	45	50		1	4if
CARPENTER	(BUILDING)	S		9.85		6%		7	2if
	~~(HIGHWAY)~~	~~S~~		~~10.08~~	~~45~~	~~35~~		~~5~~	~~2if~~
CEMENT MASON		S		9.35	75	40		1	
ELECTRICIAN		S		11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR		S		10.18	49½	32	8%	2	
GLAZIER		S		9.53	12		40	4	25¢Holida
IRON WORKER		S		10.75	75	85		1	2if
LABORER	(BUILDING)	S-SS US		7.25-7.55	60	45		9	
	(HIGHWAY)	S-US-	SS	7.15-8.00	60	45		9	
	(SEWER)	S-US-	SS	7.15-7.95	60	45		8	
LATHER		S		8.20		25		1	2if
MILLWRIGHT & PILEDRIVER		S		10.18		6%		7	2if
OPERATING ENGINEER	(BUILDING)	S-SS US		7.90-11.00	40	55		8	
	(HIGHWAY)	S-SS-	US	7.96-10.30	40	40		8	
	(SEWER)	S-SS-	US	8.00-10.30	40	40		5	
PAINTER		S		8.60-9.60	42	45		10	6¢misc.
PLASTERER		S		9.27	60	40			
PLUMBER & STEAMFITTER		S		11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER		S		8.10-9.45					
ROOFER		S		9.45		10			
SHEETMETAL WORKER		S		10.54	40	35		4	13if
TEAMSTER	(BUILDING)	S-SS US		8.68-9.63	23.00pw	28.00pw			
	(HIGHWAY)	S-SS-	US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub - contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA

Henry P. Wehrenberg
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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TITLE OF ORDINANCE SPECIAL ORDINANCE - JOHN DEHNER, INC., CONTRACTOR CONTRACT, IMPROV. RESOL. NO. 5778-77, STRATTON RD.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-01-11

SYNOPSIS OF ORDINANCE CONTRACT FOR IMPROVEMENT RESOLUTION NO. 5778-77, COMBINATION PROJECT FOR INSTALLATION OF SIDEWALKS, PAVEMENT AND STREET LIGHTING ON STRATTON ROAD FROM THE EAST PROPERTY LINE OF COLDWATER ROAD TO A POINT 284 FEET EAST THEREOF, TO BE DONE BY JOHN DEHNER, INC., CONTRACTOR, IN THE AMOUNT OF $32,628.47

(CONTRACT ATTACHED)

EFFECT OF PASSAGE IMPROVEMENT OF STRATTON ROAD AS ABOVE-DESCRIBED

EFFECT OF NON-PASSAGE INABILITY TO COMPLETE ABOVE IMPROVEMENT

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $32,628.47 TO BE PAID BY PROPERTY OWNER WITH BARRETT BOND

ASSIGNED TO COMMITTEE

EP Public Works